

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000001270
Shearer Olds Cadillac Pontiac Inc
1030 Shelburne Rd
S Burlington VT 05403
USA

Contract ID 0000000000000000000014206		Page 1 of 4
Contract Dates 10/24/2008 to 10/24/2009	Origin CPS	
Description: CPS 2009 PONTIAC VIBE	Contract Maximum \$999,999,999,990.00	
Buyer Name Smith, Steven D	Buyer Phone 828-4681	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		COMPACT HATCHBACK, FWD, FOUR DOOR W/SEATING FOR FIVE, DETAILED SPECIFICATIONS (C-4.2)	EA	15,899.00000	0.00	0.00

DETAILED SPECIFICATION
(C-4.2)
COMPACT AUTOMOBILES
HATCHBACK
FRONT WHEEL DRIVE
July 2007

1. TYPE: Compact automobiles, front wheel drive. Four door hatchback with seating for five.
2. WHEELBASE: Minimum 102.4"
3. ENGINE: Minimum - 1.8 Liter, 4 Cylinder, 126 HP
4. TRANSMISSION: 4 Speed Electronically Controlled Automatic
5. RADIATOR: Heavy Duty Option
6. ANTIFREEZE: 5 year/100,000 mile with protection to minus 35 degrees Fahrenheit
7. DRIVE TRAIN: 2 Wheel - Front
8. AIR CONDITIONING Manual
9. HEATER/DEFROSTER: Fresh Air Heater and Defroster. Largest BTU output option available for model.
10. COLD CLIMATE PACKAGE: Engine Block Heater and Rear Window Defroster
11. LIGHTS: Daytime Running Lamps
12. SAFETY FEATURES: Driver Side, Passenger Air Bags
13. SEATS: CLOTH, Front, 60/40 Split Bench Seat or Bucket - with fully adjustable backrest and lumbar support
14. STEREO: AM/FM Radio
15. POWER Windows and Outlets
16. SPEED CONTROL
17. REAR WINDOW DEFROSTER
18. TILT STEERING
19. FLOOR MATS (4) RUBBER
20. MUD FLAPS (4) INSTALLED
21. FRONT LICENSE PLATE BRACKET INSTALLED
22. WARRANTY: Minimum of 36 months/36,000 miles bumper to bumper.

Manufacturer: PONTIAC

Model: VIBE

Model # 2SL26

Markup on invoice options: 2%

Combined EPA - MPG: 26/31

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE THE 2009 MODEL YEAR PONTIAC VIBE TO THE STATE OF VERMONT AND VARIOUS POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WITHIN VERMONT.

CONTRACT PERIOD: OCTOBER 6, 2008 - OCTOBER 6, 2009, WITH AN OPTION TO RENEW FOR TWO ADDITIONAL 12 MONTH PERIODS.

DELIVERY: 8-10 WEEKS DAYS ARO

OPTIONS PRICING: 2% MARKUP ON INVOICE.

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CONTACT: CHUCK WILLIAMS						
TEL.#802-651-0238						
FAX: #802-651-0225						
EMAIL: CHUCK@SHEARERCHEVROLET.COM						

THE FOLLOWING TITLE AND DELIVERY REQUIREMENTS APPLY TO VERMONT STATE GOVERNMENT PURCHASES ONLY:

ALL TITLES WILL BE WRITTEN TO THE REQUESTING DEPARTMENT. ALL STATE OWNED VEHICLES WILL INDICATE THE FIRST LIEN HOLDER AS THE STATE OF VERMONT, BUILDINGS AND GENERAL SERVICES, 103 SOUTH MAIN STREET, WATERBURY, VT 05676

ALL STATE OWNED VEHICLES MUST BE DELIVERED TO ONE OF THREE LOCATIONS:

- 1). FLEET MANAGEMENT SERVICES - 103 SOUTH MAIN STREET, WATERBURY VERMONT 05676 - FOR ALL NON PUBLIC SAFETY AND VTRANS PURCHASES.
- 2). DEPARTMENT PUBLIC SAFETY - 394 HEGEMAN AVENUE, COLCHESTER VERMONT 05446 - FOR ALL PUBLIC SAFETY VEHICLES.
- 3). AGENCY OF TRANSPORTATION - 1756 US ROUTE 302, BERLIN VERMONT 05633 - FOR ALL VTRANS VEHICLES.

ALL EQUIPMENT FEATURES NORMALLY ADVERTISED AS STANDARD WILL BE INCLUDED ON THE VEHICLES ORDERED UNLESS SUPERSEDED BY THE DETAILED SPECIFICATION.

ALL COMPONENTS, BRAKE LININGS, CLUTCH DISKS, ETC WILL BE MANUFACTURED WITH ASBESTOS FREE MATERIAL.

AT TIME OF DELIVERY ALL VEHICLES MUST:

CONFORM AND BE EQUIPPED TO MEET THE REQUIREMENTS OF THE VERMONT DEPARTMENT OF MOTOR VEHICLES.

CALIFORNIA EMISSIONS STANDARDS

COMPLETELY VERMONT STATE INSPECTED AND SERVICED BY VENDOR INCLUDING:

STEERING GEOMETRY
BALANCING OF ALL WHEELS AND TIRES

EACH VEHICLE MUST HAVE A MINIMUM OF 1/2 TANK OF FUEL REGISTERED ON THE FUEL GAUGE AT TIME OF DELIVERY.

INCLUDE 4 SETS OF PROGRAMMED WORKING MANUFACTURER'S KEYS AND 2 FOBS.

ALL NECESSARY PAPERWORK REQUIRED TO REGISTER VEHICLE

VEHICLE MUST BE ELIGIBLE TO BE REGISTERED IN VERMONT

VENDOR IS TO PROVIDE ORDER ACKNOWLEDGEMENT TO "INVOICE TO" ADDRESS.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@state.vt.us

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR 2009 MODEL YEAR VEHICLES ISSUED JULY 1, 2008 AND VENDOR'S RESPONSE DATED JULY 31, 2008.

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STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

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VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____